

## CONTRACT



**WRTD**  
**4001 Nebraska Ave. NW**  
**Washington, DC 20016**  
**(202) 885-4000**

WRTD

And:

**GMMB**  
**3050 K STREET NW**  
**SUITE 100**  
**WASHINGTON, DC 20007**

<u>Contract / Revision</u> 1101725 /		<u>Alt Order #</u> WOC12680862
<u>Advertiser</u> <b>BIDEN FOR PRESIDENT</b>		<u>Original Date / Revision</u> 09/25/20 / 09/25/20
<u>Contract Dates</u> <b>10/27/20 - 11/02/20</b>	<u>Estimate #</u> <b>9305</b>	
<u>Product</u> <b>Candidate</b>		
<u>Billing Cycle</u> EOM/EOC	<u>Billing Calendar</u> Broadcast	<u>Cash/Trade</u> Cash
<u>Property</u> <b>WRTD</b>	<u>Account Executive</u> Will Hildebrandt	<u>Sales Office</u> Political Nationa
<u>Special Handling</u>		
<u>Demographic</u> HH		
<u>Agy Code</u> 9912856	<u>Advertiser Code</u> 573	<u>Product 1/2</u> 612
<u>Agency Ref</u> 25779	<u>Advertiser Ref</u> 47240	

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 1	WRTD	10/27/20	11/02/20	M-F 6A-7A	6:00 AM-7:00 AM	S	:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 2	WRTD	10/27/20	11/02/20	M-F 7A-11AM	7:00 AM-11:00 AM		:30			NM	10	\$500.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				10	\$50.00			
N 3	WRTD	10/27/20	11/02/20	M-F 11A-1130A	11:00 AM-11:30 AM		:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 4	WRTD	10/27/20	11/02/20	ACCESO TOTAL	11:30 AM-12:00 PM		:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 5	WRTD	10/27/20	11/02/20	M-F 12P-1230P	12:00 PM-12:30 PM		:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 6	WRTD	10/27/20	11/02/20	NOTICIAS TELEMUNDO ME	12:30 PM-1:00 PM		:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			

(\* Line Transactions: N = New, E = Edited, D = Deleted)  
FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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<u>Contract / Revision</u> 1101725 /		<u>Alt Order #</u> WOC12680862
<u>Advertiser</u> <b>BIDEN FOR PRESIDENT</b>		<u>Original Date / Revision</u> 09/25/20 / 09/25/20
<u>Contract Dates</u> <b>10/27/20 - 11/02/20</b>	<u>Product</u> Candidate	<u>Estimate #</u> <b>9305</b>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 7	WRTD	10/27/20	11/02/20	M-F 1P-2P	1:00 PM-2:00 PM	L	:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 8	WRTD	10/27/20	11/02/20	M-F 2P-230P	2:00 PM-2:30 PM	C	:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 9	WRTD	10/27/20	11/02/20	M-F 230P-3P	2:30 PM-3:00 PM	E	:30			NM	5	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$25.00			
N 10	WRTD	10/27/20	11/02/20	M-F 3P-4P	3:00 PM-4:00 PM	S	:30			NM	5	\$250.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$50.00			
N 11	WRTD	10/27/20	10/31/20	SA-SU 1P-4P	1:00 PM-4:00 PM	C	:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 12	WRTD	10/27/20	11/02/20	M-F 4P-5P	4:00 PM-5:00 PM	A	:30			NM	5	\$375.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$75.00			
N 13	WRTD	10/27/20	11/02/20	M-F 5P-530P	5:00 PM-5:30 PM	S	:30			NM	5	\$500.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$100.00			
N 14	WRTD	10/27/20	10/31/20	SA-SU 4P-6P	4:00 PM-6:00 PM	C	:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 15	WRTD	10/27/20	10/31/20	SA-SU 6P-630P	6:00 PM-6:30 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 16	WRTD	10/27/20	11/01/20	SA-SU 4P-6P	4:00 PM-6:00 PM	C	:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S				1	\$50.00			

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FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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<u>Contract / Revision</u> 1101725 /		<u>Alt Order #</u> WOC12680862
<u>Advertiser</u> <b>BIDEN FOR PRESIDENT</b>		<u>Original Date / Revision</u> 09/25/20 / 09/25/20
<u>Contract Dates</u> <b>10/27/20 - 11/02/20</b>	<u>Product</u> Candidate	<u>Estimate #</u> <b>9305</b>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
N 17	WRDT	10/27/20	11/01/20	SA-SU 6P-630P	6:00 PM-6:30 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S				1	\$50.00			
N 18	WRDT	10/27/20	11/02/20	M-F 6P-630P	6:00 PM-6:30 PM		:30			NM	5	\$875.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$175.00			
N 19	WRDT	10/27/20	11/02/20	M-F 630P-7P	6:30 PM-7:00 PM		:30			NM	5	\$875.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$175.00			
N 20	WRDT	10/27/20	10/31/20	SA-SU 630P-7P	6:30 PM-7:00 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 21	WRDT	10/27/20	11/01/20	SA-SU 630P-7P	6:30 PM-7:00 PM		:30			NM	1	\$125.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S				1	\$125.00			
N 22	WRDT	10/27/20	11/02/20	M-F 11P-1135P	11:00 PM-11:35 PM		:30			NM	5	\$625.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$125.00			
N 23	WRDT	10/27/20	11/02/20	M-F 1135P-12A	11:35 PM-12:00 AM		:30			NM	5	\$625.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$125.00			
N 24	WRDT	10/27/20	10/31/20	SA-SU 11P-1130P	11:00 PM-11:30 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 25	WRDT	10/27/20	11/01/20	SA-SU 11P-1130P	11:00 PM-11:30 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S				1	\$50.00			
N 26	WRDT	10/27/20	11/02/20	M-F 7P-9P	7:00 PM-9:00 PM E		:30			NM	10	\$1,000.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				10	\$100.00			

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FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.



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<u>Contract / Revision</u> 1101725 /		<u>Alt Order #</u> WOC12680862
<u>Advertiser</u> <b>BIDEN FOR PRESIDENT</b>		<u>Original Date / Revision</u> 09/25/20 / 09/25/20
<u>Contract Dates</u> <b>10/27/20 - 11/02/20</b>	<u>Product</u> Candidate	<u>Estimate #</u> <b>9305</b>

*Line	Ch	Start Date	End Date	Description	Start/End Time	Days	Length	Spots/Week	Rate	Type	Spots	Amount
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
N 27	WRTD	10/27/20	11/02/20	M-F 9P-10P	9:00 PM-10:00 PM		:30			NM	5	\$500.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$100.00			
N 28	WRTD	10/27/20	11/02/20	M-F 10P-11P	10:00 PM-11:00 PM		:30			NM	5	\$500.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/27/20	11/02/20	MTWTF--				5	\$100.00			
N 29	WRTD	10/27/20	10/31/20	SA 7P-9P	7:00 PM-9:00 PM C		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 30	WRTD	10/27/20	10/31/20	SA 9P-11P	9:00 PM-11:00 PM		:30			NM	1	\$50.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S-				1	\$50.00			
N 31	WRTD	10/27/20	11/01/20	FUTBOL ESTELAR - BARCL	10:00 AM-12:00 PM		:30			NM	1	\$250.00
All spots on this line are Immediately Preemptible class of time												
		<u>Start Date</u>	<u>End Date</u>	<u>Weekdays</u>				<u>Spots/Week</u>	<u>Rate</u>			
Week:		10/26/20	11/01/20	-----S				1	\$250.00			
Totals											117	\$8,500.00

Time Period	# of Spots	Gross Amount	Agency Comm.	Net Amount
10/26/20 - 11/02/20	117	\$8,500.00	(\$1,275.00)	\$7,225.00
<b>Totals</b>	<b>117</b>	<b>\$8,500.00</b>	<b>(\$1,275.00)</b>	<b>\$7,225.00</b>

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

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FOR NBC & TELEMUNDO STATION AND COZITV NETWORK CONTRACTS:

This Confirmation Contract Part I, together with the NBC/Telemundo TV Stations Confirmation Contract Part II or the CoziTV Network Advertising Agreement-Part II (the "Part IIs"), as applicable, which have previously been provided under separate cover and/or are available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC/Telemundo and/or the CoziTV Network for the advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in the applicable Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in the applicable Part II, either Agency or NBC/Telemundo and/or the CoziTV Network may terminate this order only by written notice to the other at least 28 days prior to the effective date of such termination. NBC/Telemundo and/or the CoziTV Network is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in the applicable Part II, with respect to your advertising commitment as set forth above.

FOR NBCE CONTRACTS:

This NBC Everywhere Confirmation Contract: Part I ("Part I"), together with the NBC Everywhere Terms and Conditions Part II ("Part II"), which has previously been provided under separate cover and/or is available upon request, shall constitute an agreement among the Advertising Agency named above, the Advertiser named above and NBC Everywhere, a division of NBC Universal, Inc. ("NBCU") as agent for the billing and payment related to the out of home platform advertising as herein provided. Advertiser and Agency shall be jointly and severally liable for all liabilities and obligations of either party hereunder. Except as expressly set forth in Part II, all warranties, whether express or implied, are hereby disclaimed. Unless otherwise agreed in writing and except as otherwise provided in Part II, either Agency or NBCU may terminate this order only by written notice to the other at least 60 days prior to the effective date of such termination; except all advertisements on the Premier Retail Network are firm and non-cancellable by Agency. NBCU is proceeding in reliance on your acceptance of and agreement to the terms set forth herein, including all terms and conditions contained in Part II, with respect to your advertising commitment as set forth above. The delivery of material or traffic instructions by the Agency or Advertiser relating to any advertising specified on this Part I shall confirm your consent to the terms and provisions of this Part I and Part II.